## STATE OF MARYLAND DEPARTMENT OF HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ADMINISTRATION COOPERATIVE REIMBURSEMENT AGREEMENT

This Agreement is hereby made and entered into by and between the Department of Human Resources' Child Support Enforcement Administration (CSEA) of the State of Maryland, hereinafter referred to as the "Department" or CSEA and Baltimore City Sheriff's Office, a body corporate and politic, and the Sheriff of Baltimore, hereinafter collectively referred to as the "Provider". The Provider agrees to operate a program to provide child support enforcement services in accordance with the federal Department of Health and Human Services (HHS) approved State Plan under Title IV-D of the Social Security Act and the Cooperative Reimbursement Program Application, and Terms and Conditions, which are included herein and made a part of this Agreement.

This Agreement shall be effective from October 1, 2009 through September 30, 2010.

Total Cost:

**\$1,417,591** 

Less Administrative Fee Retained by the Department: \$51,239

## STATE OF MARYLAND DEPARTMENT OF HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ADMINISTRATION

## COOPERATIVE REIMBURSEMENT AGREEMENT APPLICATION

Name of Provider: Baltimore c Address: 100 North Calvert Str			
City: Baltimore	State: Ma	ryland	Zip Code: 21202
Federal I.D. #: 52-6000-769W			
Program Supervisor: Sergeant E	Bernadette Y. Clay	Phone No	.: (410) 396-1155
Additional Phone No.: (410) 952	-2208	Fax No.: (	410) 539-1262
Email address: Bernadette.clay	@baltimorecity.gov		

## PART I - PROVIDER'S CERTIFICATION

Application is hereby made to the CSEA for approval of a program to provide child support services in accordance with the HHS approved State plan under Title IV-D of the Social Security Act.

Sheila Dixon, Mayor for Baltimore City  Typed Name, and Title of Chief Executive (County Executive; Chairman, Board of County Commissioners; Mayor; or their Designee)	
Keila Dym	9/22/09
Signature of Chief Executive	Date
John W. Anderson, Sheriff  Typed Name and Title of Program Director (Circuit Court Administrator;  Judge of Designee)	·
	9/15/109
Signature of Program Director	Pate

## PART II. LOCAL DEPARTMENT OF SOCIAL SERVICES/ LOCAL CHILD SUPPORT AGENCY REVIEW

I have reviewed the contents of this Cooperative Reimbursement Agreement Application prepared by the Sheriff's Office and certify that it meets the child support requirements for the Local Child Support Enforcement Agency for <u>Baltimore City</u>.

Joseph A. Jackins, Jr., Executive Direct	ctor, Child Support Enforcement
Typed Name and Title	
Mother	11/18/09
Signature	Daté

## PART II. PROGRAM NARRATIVE

## **Services Provided Requirements:**

Listed below are the categories of services and participation required for Sheriffs in providing services for the local child support office. The detailed requirements are included on Pages 4 through 5e.

- A. Service of Process
- B. Execution of Writs, Body Attachment/Bench Warrants
  - C. Service of Administrative Subpoenas
  - D. Location/Relocation Services
  - E. Participation in Departmental Initiatives
  - F. Customer Service
  - G. Security Services
  - H. Training and Staff Development
- I. Collaboration and Coordination

### PART II. PROGRAM NARRATIVE

### 1. Services Provided:

SHERIFF'S SERVICES - Please check all that apply.

### [X] A. Service of Process

All process requiring service other than delivery, mailing or publication shall be served by the Sheriff of the county where the process originates unless the court orders otherwise. Service of child support process will be conducted in accordance with the rules, regulations and timeframes as outlined by local law enforcement practices and the Annotated Code of Maryland- Courts and Judicial Proceedings Article.

The Sheriff will receive from and return to the issuing authority all process with dispositions.

If the subject to be served is incarcerated in a local correctional facility, the Sheriff's Office will serve the process at the correctional facility, and will note on the return that service was made at the correctional facility. The subject will then be transported to court on the scheduled court date.

If the subject to be served is incarcerated in another Maryland jurisdiction, the matter will be referred to the Local Department of Social Services/Child Support Enforcement Agency in order for them to file a writ of habeas corpus, through the local circuit court, which will direct the jurisdiction where the subject is incarcerated to produce the subject for hearing.

Unless it is determined that the address provided is invalid, a minimum of three (3) attempts at service will be made prior to a disposition of non-est. The Deputy will return the disposition to the issuing authority within (3) days after service or non-est. Non-est summons will include all information on location/relocation attempts.

## [X] B. Execution of Writs, Warrants and Body Attachments

Consistent with the Annotated Code of Maryland - Courts and Judicial Proceedings Article, the Sheriff shall execute all writs/warrants directed to him by the court.

The Sheriff will coordinate with other Sheriff's offices in other Maryland jurisdictions for the successful execution of Writs of Body Attachment/Bench Warrants.

## PART II. PROGRAM NARRATIVE (Cont'd)

### 2. Services Provided:

If the subject is incarcerated in a local correctional facility and there is an outstanding child support writ, the writ will be executed and the subject taken for a bond hearing. If bond is set and the subject is unable to post bond, he/she will be brought to court when so directed for a hearing. If bond is posted, the subject will be released and the Local Department of Social Services/Child Support Enforcement Agency or Judge will be notified of the day of the arrest. All money collected will be turned over to the Local Department of Social Services/Child Support Enforcement Agency or the Clerk's Office.

Notices of warrants quashed by the court, including the signed order, will be forwarded to the Child Support Unit of the Sheriff's Office. The original and all copies of the warrant will be returned to the Clerk's office by the Sheriff's Office, and appropriate databases will be updated.

Open or active writs/warrants will be entered onto the Civil Maryland Interagency Law Enforcement System (MILES) and kept at the Sheriff's Office pending further leads or information. Warrants will be reviewed through available law enforcement databases periodically in an attempt to locate the subject wanted on the writ/warrant.

## [ ] C. Service of Administrative Subpoenas

Administrative subpoenas will be served in the same manner as service of process and in accordance with the rules, regulations and timeframes as outlined by local law enforcement practices and the Annotated Code of Maryland - Courts and Judicial Proceedings Article.

### [X] D. Location Services

Upon request, the Office of the Sheriff will begin an investigation to locate the non-custodial parent's address, employment and or assets in accordance with existing federal and CSEA policy and procedures.

### PART II - PROGRAM NARRATIVE(Cont'd)

- 2. Services Provided: (Cont'd)
- E. Participation in Departmental Initiatives

The Sheriff's Office shall participate in the following Department initiatives that are geared toward establishment and enforcement of support as negotiated between the Local Child Support Office and the Sheriff's Office. Describe each initiative in the space below. Include in the description the process that will be used for documenting and tracking activities):

**Top 10 Most Wanted List** 

Warrant Sweep during Mother's Day

Arrest NCP's who fall under the top 50 arrears and with outstanding category

Monthly meetings with CSEA Local CRA Liaison, PSI with the intent to add additional CRA Provider in the future.

## F. <u>CUSTOMER SERVICE</u>

## 2. <u>Services Provided</u>: (Cont'd)

Describe in detail your customer service procedures to include the name and direct access telephone number of the employee(s) in your organization who is responsible for serving as a liaison with the CSEA Customer Service Unit.

Supplementary pages may be added if needed. To add an additional page, on the toolbar, click insert, and click next page. Type the Contract Number in the upper right hand corner of the page. (Mark additional pages Customer Service 5f, 5g...)

The Child Support Unit will be supervised by Sergeant Bernadette Clay. Persons from CSEA with any questions may contact Sergeant Bernadette Clay, who is the Sergeant in charge of the Child Support Unit, at 410-396-1155. Written complaints may be submitted to Sgt. Clay at 100 N. Calvert St. Room 108, Baltimore MD 21202.

Sgt. Clay will respond to any oral or written complaints. However, any request for a written response must be in writing.

Sgt. Bernadette Clay will supervise all sworn and civilian staff working in the Child Support Unit. She will be in charge of the day to day operation of civil process, and warrant service. The Deputy Sheriff Sergeant will also be responsible for matters pertaining to the maintenance of the CSEA-CRA such as writing of the grant, quarterly reports, time sheets, statistical information and any other areas that fall under grant.

## PART II - PROGRAM NARRATIVE(Cont'd)

- 2. Services Provided: (Cont'd)
- G. [X] Security Services

The Sheriff's Office shall provide security services to include but not be limited to the following (check all that apply):

- provide security at the local Department of Social Services
- [x] provide security at the courthouse to include inside the courtroom
- [x] transport prisoners to and from local correctional facilities

  \*Detaining facility is responsible to transport to/from courts
- provide security for local child support office employees when transporting funds from the courthouse to the local office
- other (list):

### PART II - PROGRAM NARRATIVE(Cont'd)

2. Services Provided: (Cont'd)

## H. Staff Development And Training

- 1. Child Support Program Policy The Sheriff shall require employees providing services under this contract to attend Child Support Training provided by CSEA to include but not be limited to "Introduction to Child Support," any training on new policies and regional training. In addition, the Sheriff shall maintain documentation of employees' satisfactory completion of the training. For more information see the following website: http://www.dhrnet.dhr/hrdt/training/training.htm
- Automated Child Support System (CSES) The Sheriff shall require employees whose function includes updating information in the automated child support enforcement system to enroll in CSES training during the first six months of the contract. In addition, employees are to enroll and participate in any training that is provided by CSEA related to CSES enhancements.
- 3. Child Support Program Policy and CSES System Releases: The Sheriff shall require employees who provide services under this contract to review all Circular letters, memoranda and other information released by the Child Support Enforcement Administration related to child support program policy and automated system enhancements and changes, to include participation in all relevant statewide conference calls about releases of CSES enhancement migrations.
- 4. In addition, the Sheriff's office shall participate in all relevant statewide conference calls about releases of CSES enhancement migrations.
- I. Collaboration and Coordination Meetings

The Sheriff's Office shall negotiate to establish and participate in periodic meetings with the <u>Baltimore City OCSE</u> and/or other partners as delineated below for the purpose of collaboration and coordination. The Sheriff shall maintain copies of meeting Agendas and minutes.

## PART III - PROGRAM PERSONNEL

## A. POSITION LIST

Provide for each title or classification (do not use the persons' names), the number of positions, position identification number(s) and brief job description that details duties and responsibilities. This is mandatory for all full and part-time positions funded under this contract. Justification for new positions must be included in this section.

Supplementary pages may be added if needed. To add an additional page, on the toolbar, click insert, and click next page. Type the Contract Number in the upper right hand corner of the page. (Mark additional Position List pages 6a, 6b...)

Personnel ID#	% of Program	Title	Job Description
0007	5%	Major	Grant Administrator
0073	50%	Lieutenant	Warrant Supervisor
0066	75%	Sergeant	Grant Supervisor
0113	50%	Sergeant	Warrant Sergeant
0147	100%	Deputy Sheriff	Warrant Fugitive Unit
0127	100%	Deputy Sheriff (Special)	Warrant Fugitive Unit
0081	100%	Deputy Sheriff (Special)	Warrant Fugitive Unit
0082	100%	Deputy Sheriff (Special)	Warrant Fugitive Unit
Vacant	100%	Deputy Sheriff (Special)	Court Security
0158	75%	Deputy Sheriff	Civil Process Unit
0174	75%	Deputy Sheriff	Civil Process Unit
0064	75%	Deputy Sheriff	Civil Process Unit
0230	75%	Deputy Sheriff	Civil Process Unit
0196	75%	Deputy Sheriff	Civil Process Unit
0035	100%	Administrative Aide	Clerk
0150	100%	Administrative Aide	Clerk
0106	100%	Administrative Aide	Clerk
Vacant	100%	Administrative Aide	Locator

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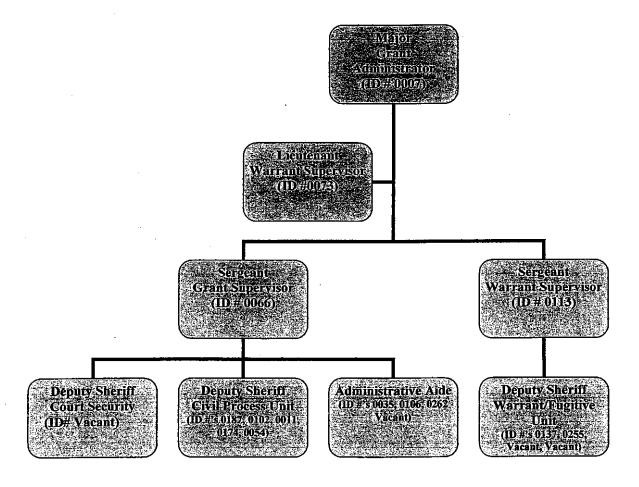
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Position: N			Date	01-Oct	02-Oct	03-Oct	04-Oct	05-Oct	06-Oct	07-Oct	The First Week's Total Hours >>>>>>>>		08-Oct	09-Oct	10-Oct	11-Oct	12-Oct	13-Oct	14-Oct	The Second Week's Total Hours >>>>>>>	Bi-	Percent of Child Support Hours Worked		Employee:	Supervisor	 

## PART III - PROGRAM PERSONNEL

## B. TABLE OF ORGANIZATION

Submit a table of organization depicting each personnel position included in this contract. The table of organization must show the lines of authority, functional units, position titles or classifications, and position identification numbers.

Supplementary pages may be added if needed. To add an additional page, on the toolbar, click insert, and click next page. Type the Contract Number in the upper right hand corner of the page. (Mark additional pages Table of Organization 7b, 7c...)



## PART III. PROGRAM PERSONNEL (Cont'd)

## C. <u>Documentation of Salary Costs</u>

The Provider must show the basis to determine the budgeted salary costs (i.e., payroll records, pay scale or system generated reports) and attach the documentation to Part V, Program Budget Summary page. (See XXIX. Employee Certification A/B of the Terms and Conditions)

		State of Mar	ryland Pay S	cale	<del>-</del>		
ID#	Position	Last Name	First Name	Grade	Step	Current Salary	Base Salary
0007	Major	Black	Theodore	220	17	\$80,333	\$52,950
0073	Lieutenant	Cogen	Samuel	218	13	\$65,366	\$46,564
0066	Sergeant	Clay	Bernadette	216	13	\$57,386	\$41,074
0113	Sergeant	Brooks	Sean	216	11	\$55,245	\$41,074
N/A	Deputy Sheriff	VACANT	TBA	214	TBA	-	-
0137	Deputy Sheriff (Special)	Ward	Darryl	214	2	\$38,981	\$36,280
0255	Deputy Sheriff (Special)	Salmond	Larry	214	4	\$41,899	\$36,280
N/A	Deputy Sheriff (Special)	VACANT	TBA	214	TBA	_	· -
N/A	Deputy Sheriff (Special)	VACANT	TBA	214	TBA	<del>-</del>	-
0054	Deputy Sheriff	Washington	Scottie	214	10	\$47,639	\$36,280
0174	Deputy Sheriff	Perez	Sanders	214	10	\$47,639	\$36,280
0102	Deputy Sheriff	Glee	Kevin	214	11	\$48,543	\$36,280
0187	Deputy Sheriff	German	Stewart	214	5	\$43,448	\$36,280
0011	Deputy Sheriff	Johnson	Jonathan	214	5	\$43,448	\$36,280
		Baltimore	City Pay Sca	le			
ID#	Position	Last Name	First Name	Grade	Step	Current Salary	Base Salary
0035	Administrative Aide	Jackson-Herring	Monica	85	4	\$40,828	\$33,884
0106	Administrative Aide	Grayson	Tiffany	85	4	\$40,828	\$33,884
0262	Administrative Aide	Robinson	Tyra	85	1	\$33,884	\$33,884
N/A	Administrative Aide	VACANT	TBA	85	TBA	-	-

## PART III. PROGRAM PERSONNEL (Cont'd)

C. <u>DOCUMENTATION OF SALARY COSTS</u>

See Attachment page 7c-7d of 11

Contract No.: CSEA/CKA-1U-U29
Page 7c of 11

										SIAIE	SIATE OF MARYLAND	YEAND									
									ST	ANDARD	SALARY	STANDARD SALARY SCHEDULE	밀								
									Ann	ual Rates	s Effective	Annual Rates Effective July 1, 2009	2009								
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GRADE												·				OUAR 1					
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e l	\$21,188	\$21,188 \$21,908 \$22,657 \$23,436 \$24,246 \$25,088 \$25,526 \$25,972 \$26,	\$22,657	\$23,436	\$24.246	\$25,088	\$25,526	\$25,972	429	\$26,893	\$27,367	\$27,851	\$28,343	\$28,847	\$29,360	\$29,883	\$30,416	\$30,961	\$31,514	\$32.079	\$32.655
ופ	\$22,448	\$22,448  \$23,219  \$24,018  \$24,853  \$25,718  \$26,619  \$27,089  \$27,566  \$28,	\$24,018	\$24,853	\$25,718	\$26,619	\$27,089	\$27,566	띯	\$28,551	\$29,059	\$29,577	\$30,105	\$30,642	\$31,191	\$31,752	\$32,323	\$32,906	\$33,497	\$34,101	\$34,716
`	\$23,796	\$23,786 \$24,621 \$25,478 \$26,370 \$27,298 \$28,263 \$28,762 \$29,274 \$29	\$25,478	\$26,370	\$27,298	\$28,263	\$28,782	\$29,274		\$30,328	\$30,872	1 1	\$31,989	\$32,564	\$33,154	\$33,752	\$34,383	\$34,988	\$35,622	\$36,270	\$36,928
æ,	525,239	\$25,238 \$26,122 \$27,038 \$27,992 \$28,984 \$30,016 \$30,552 \$31,099 \$31	\$27,038	\$27,992	\$28,984	\$30,016	\$30,652	\$31,099		\$32,226	\$32,807		\$34,004	\$34,619	\$35,249	\$35,890	\$36,544	\$37,212	\$37,890	\$38,582	\$39.287
33	\$26,783	\$26,783 \$27,726 \$28,707 \$29,728 \$30,790 \$31,895 \$32,468 \$33,054 \$33,	\$28,707	\$29,728	\$30,790	\$31,895	\$32,468	\$33,054		\$34,280	\$34,881		\$36,162	\$36,820	\$37,495	\$38,180	\$38,879	\$39,593	\$40,320	\$41,062	\$41.816
2	\$28,434	\$28,434 \$29,444 \$30,494 \$31,587 \$32,723 \$33,903 \$34,518 \$35,144 \$35	\$30,494	\$31,587	\$32,723	\$33,903	\$34,518	\$35,144		\$36,436	\$37,101	\$37,779	\$38,471	\$39,177	\$39,895	\$40,630	\$41,378	\$42,141	\$42,919	\$43,713	\$44,520
= 5	\$30,200	\$30,200   \$31,282   \$32,405   \$33,574   \$34,788   \$36,062   \$36,710   \$37,381   \$38,	\$32,405	\$33,574	\$34,788	\$36,052	\$36,710	\$37,381	\$38,065	\$38,763	\$39,473	\$40,200	\$40,939	\$41,694	\$42,464	\$43,251	\$44,052	\$44,871	\$45,705	\$46.554	\$47.420
12	\$32,091	\$32,091 \$33,247 \$34,450 \$35,700 \$37,002 \$38,354 \$39,056 \$39,773 \$40,	\$34,450	\$35,700	\$37,002	\$38,354	\$39,056	\$39,773		\$41,250	\$42,013	\$42,789	\$43,581	\$44,389	\$45,213	\$46,055	\$46,911	\$47,785	348,694	\$49,620	\$50.563
2	\$34,113	\$34,113 \$35,351 \$36,639 \$37,977 \$39,365 \$40,814 \$41,567 \$42,333 \$43,	\$36,639	\$37,877	\$39,365	\$40,814	\$41,567	\$42,333	\$43,118	\$43,917	\$44,731	\$45,560	\$46,408	\$47,272	\$48,162	\$49,080	\$50,015	\$50,968	\$51,941	\$52,933	\$53
4	\$36,280	\$36,280 \$37,603 \$38,981 \$40,411 \$41,899 \$43,448 \$44,254 \$45,074 \$45,	\$38,981	\$40,411	\$41,899	\$43,448	\$44,254	\$45,074		\$46,769	\$47,639	\$48,543	\$49,468	\$50,414	\$51,375	\$52,356	\$53,359	\$54,380	\$55,422	\$56 484	\$57
2	\$38,594	\$38,594 \$40,013 \$41,485 \$43,016 \$44,610 \$46,268 \$47,129 \$48,012 \$48,	\$41,485	\$43,016	\$44,610	\$46,268	\$47,129	\$48,012	\$48,928	\$49,859	\$50,811	\$51 781	\$52,770	\$53,780	\$54,809	\$55,859	\$56,930	\$58,022	\$59,135	\$60.270	\$61.427
<u>۽</u>	841 0/4	841,074 842,590 844,168 845,806 847,511 849,313 850,255 851,214 852,	\$44,168	\$45,806	\$47,511	\$49,313	\$50,255	\$51,214	\$52,192	\$53,189	\$54,207	\$55,245	\$56,306	\$57,386	\$58,487	\$59,609	\$80,757	\$61,927	\$63,117	\$64.331	\$65.568
= ;	\$43 /25	843, 725 845,347 847,033 848,807 850,668 852,605 853,610 854,635 855,	\$47,033	\$48,807	\$50,668	\$52,605	\$53,610	\$54,635	\$55,682	\$56,750	\$57,840	\$58,949	\$60,083	\$61,239	\$62,417	\$63,618	\$64,847	\$66,096	\$67,373	\$68,674	\$69,999
2 5	940,003	440,003 448,308 450,151 452,065 454,056 456,128 457,203 458,299 459,	120,151	\$52,055	354,056	\$56,128	\$57,203	\$58,299	42	\$60,563	\$61,729	\$62,917	\$64,129	\$65,386	\$66,627	\$67,912	\$69,224	\$70,562	371,926	\$73,316	\$74,725
2 5	948,000	948,050 951,032 953,001 955,548 \$57,677 \$59,894 \$61,044 \$62,220 \$63,	2000	20,046	1/9//00	<b>5</b> 59,894	\$61,044	\$62,220	20	\$64,642	\$85,887	\$67,160	\$68,457	\$69,780	\$71,129	\$72,505	\$73,910	\$75,320	\$76,750	\$78,208	\$79,693
3 2	907,300 9E6 406	404,877	207/20	0/2/808	401.00 001.00	\$63,924	/0) (00)	\$56,414	287	_	\$70,339	_	\$73,087	\$74,499	\$75,914	\$77,359	\$78,832	\$80,333	\$81,864	\$83,425	\$85,017
3 6	000	850 200 852 600 855 024 853 254 865, 702 888,238 869,557 \$70,903 \$72,	178700	07,50	70, 00	366,236	/cc/,	\$70,903	5/2	_	\$75,085		\$77,968	\$79,453	\$80,969	\$82,514	\$84,089	\$85,697	\$87,334	\$89,004	\$90,706
3 2	000,430	#40,230 #62,300 #65,121 #67,322 #70,141 #72,855 \$75,677 \$77,	170'00	720,100	4/0,14	4/4,855	\$74,205	2/2/6//	9	\$78,584	\$80,081	\$81,609	\$83,165	\$84,756	\$86,377	\$88,030	\$89,717	\$91,438	\$93,194	\$94,983	\$96,808
3 2	2 2	300,002	\$09,414	\$72,098	\$/4,8/9	\$//,/26	\$79,205	\$80,714	8		\$85,428		\$88,728	\$90,431	\$92,164	\$93,932	\$95,738	\$97,578	\$99,457	\$99,457 \$101,373 \$103,328	\$103,328
7 6	20000	900,032 8/1,348 8/4,112 8/6,931 \$/9,859 882,905 584,489 886,107 887	3/4,112	10,931	6CR 6/4	\$82,905	584,489	\$86,107	图	- 1	\$91,148	\$92,896	\$94,681	\$96,501	\$98,356	\$100,249 \$102,180 \$104,151 \$106,159 \$108,208 \$110,297	\$102,180	\$104,151	\$106,159	\$108,208	\$110.297
S	47.5	\$73,341 \$76,146 \$79,043 \$82,055 \$85,190 \$88,450 \$90,143 \$91,874 \$93,	\$79,043	\$82,055	\$85,190	\$88,450	\$90,143	\$91,874		\$95,434	\$97,268	\$99,139 \$101,048 \$102,996 \$104,981	\$101,048	\$102,996	\$104,981	\$107,006 \$109,071 \$111,178 \$113,327	\$109,071	\$111,178	\$113.327	\$115,518, \$117,751	\$117,751
9	\$78,233	\$78,233 \$81,216 \$84,314 \$87,540 \$90,895 \$94,381 \$96,194 \$98,043 \$99,	\$84,314	\$87,540	\$90,895	\$94,381	\$96,194	\$98,043		101,855 \$	1103,817	330 \$101,855 \$103,817 \$105,819 \$107,861 \$109,946 \$112,070	1107,861	\$109,946	\$112,070	\$114,235 \$116,449 \$118,704 \$121,005 \$123,351 \$125,743	\$116.449	\$118.704	\$121,005	\$123.351	\$125 743
														<u> </u>				1	1-1-1		1

Page No. 13 Run Date 08/05/2009 Run Time 11:44:25	G W	Apresented F 0 2003 05 F 0 2009 05 F 0 2009 05 F 2 2008 05 F 0 0 Vacant		
Code and Position	Entry Promotion Date Date	128.00 Type Annual Union -M- CUB Unrepresented 40,828.00 21.4113 15/24/2001 01/30/2003 05 40,828.00 21.4113 11/25/1999 01/30/2003 05 33,884.00 17.7697 06/25/2009 06/25/2009 05 67.00 Type Annual Union -G- State Graded 41,899.00 20.1438 11/18/1981 03/19/2009 05 38,981.00 18.7409 01/26/2006 10/30/2008 05		
Activity, Fund, Joh	Annual Hr/Dly Salary Salary	40,828.00 Type Annual 11 40,828.00 21.41 11 40,828.00 21.41 11 33,884.00 17.76 11 41,899.00 20.14 11 38,981.00 18.74		
City of Baltimore ositions and Personnel by Agency, Program, Activity, Fund, Job Code and Position As of Date 08/05/2009 for Root Department A38	Distribution Account Number Budget Account Number	Grade 085 Salary 33,884.00 - 40,82 1001-000000-1180-139200-601001 1001-000000-1180-139200-601001 1001-000000-1180-139200-601001 1001-000000-1180-139200-601001 1001-00000-1180-139200-601001 Grade 214 Salary 36,280.00 - 57,56 1001-000000-1180-139200-601001 1001-000000-1180-139200-601001 1001-000000-1180-139200-601001 1001-000000-1180-139200-601001	ਜ	
Detail List of Budgeted Positions As o	Employee Name	Sal Plen U Grayson, Tiffany M Jackson Herring, Monica R Robinson, Tyra S I Positions 3 (SPECIAL) Sal Plan G Salmond, Larry A Ward, Darryl M	s 3 Vacancies	s 6 Vacancles s 6 Vacancles
CBAP eprh002 5500 Sheriff 1180 Sheriff Services 1392 Special Non-Support Enforcement	Deptid Emplid Rcd	068 ADMINISTRATIVE A38005 034241 0 A38005 029209 0 A38005 060246 0 Budgeted 402 DEPUTY SHERIFF A38005 033760 0	Budgeted Positions	Budgeted Positions ity Budgeted Positions
Database: Report ID: Agency : Program : Activity: Fund :	Prg Position	Jobcode - 00 1180-44822 1180-44828 1180-47091 Jobcode - 01 1180-44823 1180-44825		Total Fund Total Activity

## PART IV. YEARLY PERFORMANCE GOALS

## Discuss Methodology and Statistics Used to Establish Performance Goals.

Proposed goals are to be based on available statistical data documented on the Child Support Enforcement System (CSES) the Summons/Warrant Tracking Reports, as well as other factors that affect performance.

The method used to arrive at proposed goals must be described. Supplementary pages may be added if needed. To add an additional page, on the toolbar, click insert, and click next page. Type the Contract Number in the upper right hand corner of the page. (Mark additional pages Yearly Performance Goals 8a, 8b...)

FFY '2010 yearly performance goals were determined by taking the total number entered new in each quarter by OCSE to be served/executed in FFY '2009 divided by the total served/executed in FFY '2009 multiplied by 70% (The successful service rate for Baltimore City Sheriff's Office):

Services	Total of 3 Qtrs.	Total Served/Executed	FFY '2010 Goals
PSS	4463	3446	4463
WAW	541	402	541
Total	5001	3848	5004

	Summons Served Goal: Warrants Executed Goal:	5407 800			
		PSS	WAW		
	Total Pending From Last Quarter	5430	1930		
	Entered New In This Quarter	1620	192		
1st					
Quarter	Total Served/Executed	950	114		
•	Percent of Whats Entered This Quarter	58.6%	59.4%		
	With Serving all Entered New In This Quarter	30.0%	24.0%		
		PSS	WAW	,	
	Total Pending From Last Quarter	5629	1991		
2nd	Entered New In This Quarter	1,591	156		
Quarter	Total Served/Executed	1,145	131		
	Percent of Whats Entered This Quarter	72.0%	84.0%		
	With Serving all Entered New In This Quarter	59.4%	43.5%		
·		PSS	WAW	•	
	Total Pending From Last Quarter	5751	1990	•	•
3rd	Entered New in This Quarter	1571	232		
Quarter	Total Served/Executed	1351	157		
	Percent of Whats Entered This Quarter	86.0%	67.7%		
	With Serving all Entered New In This Quarter	88.5%	72.5%		
		PSS	WAW	•	
	Total Pending From Last Quarter	5783	2023		
4th	Entered New In This Quarter	0	0		
Quarter	Total Served/Executed	0	0		
	Percent of Whats Entered This Quarter	#DIV/0!	#DIV/0!		
	With Serving all Entered New In This Quarter	88.5%	72.5%	<u>.</u>	
	1st Quarter:	1,620	192		PPS
	2nd Quarter:	1,591	156		4,782
	3rd Quarter:	1,571	232		3,446 739/
	4th Quarter:	. =0.0	0	ı	72%
	Total of 4 Quarters:	4,782	580		WAW
	Average of 3 Quarters:	1,594	193		580
	Total Served/Executed:	3,446	402		402
	70% Service Rate	4,463	541		69%

## PART IV - YEARLY PERFORMANCE GOALS

	CRA ESTABLISHED GOAL
SUMMONSES/SHOW	
CAUSE/SUBPOENAS TO BE SERVED	4462

	CRA ESTABLISHED GOAL
WRITS/WARRANTS/BODY ATTACHMENTS TO BE EXECUTED	541
TOTAL:	

Statistical data used to measure performance shall be based on data obtained from the Summons and Warrants Tracking Report produced by the CSES.

Performance is measured by total number of summonses served and warrants executed each quarter.

## Part V. Program Explanation Use of Incentive Funds LOCAL INCENTIVES

Incentive money received from the Federal Government in accordance with 42 U.S.C. §658a will be distributed by the DEPARTMENT in accordance with the Md. Code Ann., Fam. Law §10-106.1, "COMAR 07.07.11.01 - .05, Child Support Enforcement Incentives" and 45 CFR 303.52. State law allows incentive funds to be used for IV-D and Non-IV-D activities. Add additional pages if necessary. Begin numbering at page 19B.

- a. Privatizing and outsourcing of child support enforcement services;
- b. Improving automation capabilities;
- c. Creating public awareness projects;
- d. Developing program and special projects;
- e. Establishing a performance incentive program to provide incentives for employees;
- f. Assisting in staff development; and
- g. Establishing community outreach programs and activities.

Document your incentive plan in this section. Describe each project. Use more pages if necessary.

Project Title: Billboard Awareness/Tip Line Project
Type of Project:  IVD or Non IVD
<b>Project Description</b> : Development of Public Service Announcement (PSA) stylenged by Billboards emphasizing:

- 1. The importance of paying child support
- 2. The enforcement action taken by the Sheriff's Office when those do not pay child support and,
- 3. A tip line to report persons wanted on child support related offenses

Billboards will be placed in high traffic visibility areas in Baltimore City.

Estimated Cost of the Project: \$20,000

How the project improves the effectiveness or efficiency of the Child Support Program: PSA announcements in general promote a greater awareness of a problem (non-payment of child support). Tips coming in will improve the ability of warrant deputies to make arrests. Furthermore, we will be

promoting deterrence by illustrating consequence of non-payment.

Time period for this project: 1 year

**Evaluation of Project**: This project has been very beneficial for the office as it provides arrests on warrants that are linked to the increased public awareness. Antidotal evidence points to a deterrence link of those who will pay support only to avoid consequence (warrant arrest). In addition, we proved last year that the "Tip Line Project" does in fact work. We were able to make arrests on 12 out of the 20 offenders labeled as our "Most Wanted". The number of arrests from last year's project has illustrated a true evaluation of the continued successful this project.

## Part V. LOCAL INCENTIVES (Cont'd) SAMPLE INCENTIVE PLAN

## (6) ASSISTING IN STAFF DEVELOPMENT AND TRAINING

Project Title: TRAINING WORKSHOPS

Type of Project: IV - D

**Project Description**: Develop specialized training workshops and/or developmental meetings for IV-D employees on a monthly basis.

Estimated Cost of the Project: \$2,100

How the project improves the effectiveness or efficiency of the Child Support Program: Workshops and/or developmental meetings for IV-D employees are designed to provide education and instruction on new legal updates and better develop the practical skills of the Legal Assistant. These meetings allow workers to discuss problems, issues, and strategies they have encountered and used to better serve our IV-D clients. It is also an opportunity to provide current office information with regards to statistics, goals, improvements and/or changes, and discuss procedures used and or needed. This forum also allows for scheduling qualified speakers who are able to discuss and present various issues that pertain to the daily challenges of the IV-D child support worker.

Time period for this project: One year

**Evaluation of Project**: This project has been very beneficial for the office as it provides a regularly scheduled forum for reviewing day-to-day procedures. Everyone is given the same information at the same time and provides for a positive work atmosphere.

In witness whereof, the Parties have executed this Agreement on or before the date first set herein. ATTEST: FOR THE PROVIDER: βignature **Program Director** John W. Anderson, Sheriff of Baltimore City Name and Title of Program Director Signature - Chief Executive Sheila Dixon, Mayor of Baltimore City Name and Title of Chief Executive (Date Signed) Joseph A. Jackins, Jr. **Executive Director Child Support Enforcement Administration** (Date Signed)

This Agreement Approved as to Form and Legal Sufficiency by the Office of the Attorney General:

Assistant Attorney General

(Date Signed)

Contract No.: CSEA/CRA-10- 029 Page 1 of 7

## **PART V- PROGRAM BUDGET EXPLANATION**

	WLI A.	1110	OIGHIN DO		W 110 (110 )		
COMBINATION  1 Postonial (RESOURCE POSTO)	(Status	SGZ	Amuei Salay	PERMENT	Teletalis Workston Propernika Week	Percentor Timeon Onlo Suppor Propen	Costifo Picgirin
Major	221	19	\$89,004	40	2	5%	\$4,450
Lieutenant	218	13	\$65,366	40	20	50%	\$32,683
Sergeant	216	13	\$57,386	40	30	75%	\$43,040
Sergeant	216	11	\$55,245	40	20	50%	\$27,623
Deputy Sheriff (Vacant TBD)	214	В	\$36,280	40	40	100%	\$36,280
Deputy Sheriff (Special)	214	2	\$38,981	40	40	100%	\$38,981
Deputy Sheriff (Special)	214	4	\$41,899	40	40	100%	\$41,899
Deputy Sheriff (Special) (Vacant)	214	В	\$36,280	40	40	100%	\$36,280
Deputy Sheriff (Special) (Vacant)	214	В	\$36,280	40	40	100%	\$36,280
Deputy Sheriff	214	10	\$47,639	40	30	75%	\$35,729
Deputy Sheriff	214	10	\$47,639	40	30	75%	\$35,729
Deputy Sheriff	214	11	\$48,543	<sup>.</sup> 40	30	75%	\$36,407
Deputy Sheriff	214	5	\$43,448	40	30	75%	\$32,586
Deputy Sheriff	214	5	\$43,448	40	30	75%	\$32,586
Administrative Aide (Clerk)	85	4	\$40,828	40	40	100%	\$40,828
Administrative Aide (Clerk)	85	4	\$40,828	40	40	100%	\$40,828
Administrative Aide (Clerk)	85	1	\$33,884	40	40	100%	\$33,884
Administrative Aide (Locator)	85	1	\$33,884	40	40	100%	\$33,884
Overtime			re necessary to	affect service	s on individuals i	not at home	\$37,000
Other (explain)	1						\$0
				A FILE	13.6	Total	\$656.977

## Fringe Benefits:

Serens USI	এলে ল কলেন্দ্ৰ
FtCA (Employee salary \$656,977 x 7.65%)	\$50,259
Health Care (\$10,197 per employee)	<b>\$173,349</b>
Life Insurance (.00339 x salary)	\$2,227
State Pension (5%) x (salary)	\$32,849
	\$0
	\$0
	\$0
Totals	525:084

Contract No.: CSEA/CRA-10- 029 Page 2 of 7

## PART V- PROGRAM BUDGET EXPLANATION

2. 37-23-723	्रा इंद्राहरू सम्बद्धाः स्थापन						Notice:
A. Mileage (Privately Owned Vehicle)	5000		Miles	County Mile Rate	Total	A.	
Using the county's mileage rate.	miles x \$ per mile (enter city/county government mileage allowance)			\$0.59	\$767.00	\$767	\$767
·	Baltimore City mileage rate for FFY '2010 is a rate of 58.5 cents per mile. This is the milage used for traveling to and from the Maryland Joint Child Support Conference. (See attachment Pg. 2a-c). (260 miles round trip x5 attendees.)						<u> </u>
B. IV-D Conferences Only (No Exceptions, Must list each	List Conferences Separately, Number of Attendee's and Cost Maryland Joint Child Support Conference		#To			В.	\$2,697
conference, number of attendees and cost.)	Accommodations (per night): Registration Fee (per attendee):	\$113 \$150	Attend 5	Nights 3	Total \$1,695.00 \$750.00		
Attach official conference information, for example,	Tolls (per vehicle): Meals:	\$2.00 \$50.00			\$2.00 \$250.00		
brochure, flyer, etc.	Airfare: Insert Conference name here	· •		Nights	\$0.00		
	Accommodations (per night): Registration Fee (per attendee): Tolls (per vehicle):		0		\$0.00 \$0.00 \$0.00		
	Meals: Airfare:		# То		\$0.00 \$0.00		
	Insert Conference name here  Accommodations (per night):			Nights	Total \$0.00		٠
	Registration Fee (per attendee): Tolls (per vehicle): Meals:				\$0.00 \$0.00 \$0.00		
Document County's Per Diem	Airfare:	<u>·</u>	<u> </u>		\$0,00	1	
Lunch:	There is no break down for breakfast, lunch and dinner. It is a flat rate of \$149.00 per day. (see attachment Pg. 2b-f)						
Dinner:					Tons:		\$3,464

	Medico of Altocardi.		Code Policia
Office Supplies	The agencies supply budget is \$20,500 with the Child Support Budget consisting of 10% of the Department.		\$2,050
		\$2,050.00	
		\$0.00	
		\$0.00	
		\$0.00	
		TO ELE	\$2,050

## Clay, Bernadette

From:

**EMail Blast** 

Sent:

Tuesday, June 24, 2008 4:10 PM

To:

DL - All Mailboxes - City of Baltimore

Subject:

Re: Mileage Rate Reimbursement - 2008 Increase Update

Attachments: LCOB 211 Mileage Rate 2008 Increase Update.doc

## $L_{\scriptscriptstyle ABOR}$ $C_{\scriptscriptstyle OMMISSIONER}$ 's $O_{\scriptscriptstyle FFICE}$ $B_{\scriptscriptstyle ULLETIN}$

*211* 

PLEASE POST June 24, 2008

Agency Heads Bureau Heads Personnel Officers

## Re: Mileage Rate Reimbursement - 2008 Increase Update

In recognition of the steady rise in gasoline prices, the Internal Revenue Service (IRS) made a special adjustment to the business standard mileage rate. Effective July 1, 2008, through December 31, 2008, the IRS will increase the business standard mileage rate from 50.5 cents per mile to 58.5 cents per mile.

Please advise affected employees of this change.

Deborah F. Moore-Carter, Labor Commissioner

Requested by: Lorraine Whitney-McNeely Office of the Labor Commissioner Lorraine Whitney@baitimcrecity.oov

## MAPQUEST

Total Travel Estimates: 2 hours 51 minutes / 130.21 miles

A: 100 N Calvert St, Baltimore, MD 21202-1709

डासा		1: Start out going WEST on E FAYETTE ST toward ST PAUL ST/MD-2 S.	0.1 mi
<b>(f)</b>	swif.	2: Turn LEFT onto ST PAUL ST/MD-2 S. Continue to follow MD-2 S.	0.2 mi
<b>A</b>		3: Turn RIGHT onto E LOMBARD ST.	0.8 mi
<b>5</b> )	•	4: Turn LEFT onto S MARTIN LUTHER KING JR BLVD.	0.3 mi
RAIAF		5: Take the RUSSELL ST SOUTH ramp.	0.2 mi
<b>31</b>	图)	6: Merge onto MD-295 S.	4.9 mi
21	<b>F</b> 5	7: Merge onto I-695 E/BALTIMORE BELTWAY OUTER LOOP toward GLEN BURNIE.	1.5 mi
EXIT	37	8: Merge onto I-97 S via EXIT 4 on the LEFT toward I- 97 S/ANNAPOLIS/BAY BRIDGE.	3.7 mi
7.F. A.		9: Take the MD-100 exit, EXIT 14B-A, toward ELLICOTT CITY/GIBSON ISLAND.	0.2 mi
	體	10: Merge onto MD-100 E via EXIT 14A on the LEFT toward GIBSON ISLAND.	3.4 mi
71		11: Merge onto RITCHIE HWY/MD-2 S/GOVERNOR RITCHIE HWY toward BAY BRIDGE	10.3 mi
13	301	12: Merge onto US-301 N/US-50 E via the ramp on the LEFT toward BAY BRIDGE (Portions toll).	19.3 mi
21		13: Merge onto OCEAN GTWY/US-50 E toward OCEAN CITY.	7.0 mi
4		Turn LEFT onto MD-404/QUEEN ANNE HWY/WYE  14: MILLS-QUEEN ANNE RD. Continue to follow MD- 404 E (Crossing into DELAWARE).	29.7 mi
:1	404 ER	15: Stay STRAIGHT to go onto SEASHORE HWY/DE- 404 BR.	1.4 mi
1	404	16: Turn LEFT onto MARKET ST/DE-404 BR.	0.4 mi
	13.	17: Turn RIGHT onto S MAIN ST/US-13 BR/DE-404 BR.	1.5 mi
4	404	18: Turn SLIGHT LEFT onto SEASHORE HWY/DE-404.	10.9 mi
		Turn SLIGHT RIGHT onto DUPONT BLVD S/US- 19: 113 S. Continue to follow US-113 S (Crossing into MARYLAND).	24.3 mi
BAMP		20: Take the MD-589 ramp toward OCEAN PINES.	0.1 mi
		21: Stay STRAIGHT to go onto OLD US-113 S/WORCESTER HWY.	0.1 mi
1	589	22: Turn LEFT onto MD-589/OCEAN DOWNS RD/RACETRACK RD.	2.0 mi

PAMP	Turn LEFT to take the MD-90 E ramp toward OCEAN CITY.		0.2 mi
<b>**</b> •	24: Merge onto MD-90.		5.5 mi
4 9	25: Turn LEFT onto COASTAL HWY/MD-528 N.		2.0 mi
END	26: 10100 COASTAL HWY is on the RIGHT.	•	0.0 mi

B: 10100 Coastal Hwy, Ocean City, MD 21842-2619

Total Travel Estimates: 2 hours 51 minutes / 130.21 miles

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Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions
or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you
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Use

# AM-240-5

# Subsistence Allowance

01/01/08 (replaces 05/11/05)

#### **SCOPE**

This policy defines those costs to be defrayed by a subsistence allowance and establishes subsistence allowances within and outside the continental United States. The subsistence allowance must be used to pay for the cost of the following items:

- Lodging, e.g., hotels, motels, etc.
- Food
- Gratuities or tips
- Clothes cleaning
- Local transportation at the conference site, e.g., taxi, bus, rental car, parking expenses, etc.
- Miscellaneous expenses

Subsistence funds approved by the Board of Estimates may not be drawn from City accounts until 10 work days prior to commencement of the trip. Subsistence expenditures which exceed the daily subsistence allowance exclusive of the hotel tax cited for the place of travel are not reimbursable and claims for such reimbursement will not be honored except as identified in this policy. The hotel tax for the approved City of travel shall be added to the subsistence allowance as published.

## DESTINATION ALLOWANCE

# Within the continental United States

For travel within the continental United States, each City representative will receive a daily subsistence allowance which will vary according to the location of the out-of-town event. The specified allowance is contained in this policy exclusive of the hotel tax.

# HRGA'S/Other Areas

Certain locations have been designated as HIGH RATE GEOGRAPHIC AREAS (HRGAs) for the purpose of setting appropriate subsistence allowance amounts. The authorized subsistence allowances for these HRGAs are listed in this policy. Subsistence expenditures exclusive of the hotel tax which exceed these allowances are not reimbursable and claims for such reimbursement will not be honored

unless otherwise stipulated in this policy. The subsistence allowance for an area not designated as a HRGA is \$109 per day exclusive of the hotel tax, which is to be added to the stipulated amount. The subsistence allowance is reviewed periodically and may result in rate changes. Publication of revised HRGA allowance is the responsibility of the Department of Finance.

# Outside the continental United States

For travel outside the continental United States, each City representative must include a proposed amount for a daily subsistence allowance on the TRAVEL REQUEST which the representative believes to be both reasonable and economical. The Board of Estimates will determine the final monetary amount of the daily subsistence allowance and stipulate the rate in its approval.

# ALLOWANCE EXCEPTION

For attendance at certain conferences and/or professional associations which are required of the Mayor, the Mayor's designated executive and/or Members of the Board of Estimates, the Board may upon presentation of appropriate information by the designated executive stipulate an increased subsistence allowance should the existing allowance be deemed insufficient to cover lodging costs. The published allowance shall prevail in all other circumstances and for all other employees or City designees.

# RECORD-KEEPING

Original receipts are required for all lodging costs incurred in travel status for which reimbursement will be requested. Receipts for other subsistence related expenses are not required. Failure to provide original receipts for lodging may result in disallowance of the expense claim by the Accounts Payable Unit. The Accounts Payable Unit reserves the right, if circumstances warrant, to require certain specific articulation of hotel/motel bills, e.g., date checked-in, date checked-out, etc.

# RELATED POLICIES

AM-239-1-1	OUT OF TOWN TRAVEL BY ELECTED OFFICIALS
AM-240-1	TRAVEL PACKAGE OVERVIEW
AM-240-2	AGENCY HEAD APPROVAL
AM-240-3	BOARD OF ESTIMATES APPROVAL
AM-240-5-1	SUBSISTENCE: HIGH RATE GEOGRAPHIC AREAS
AM-240-6	ADVANCE FUNDS/REIMBURSEMENT
AM-240-7	TRAVEL WITHIN CITY LIMITS
AM-240-8	TRANSPORTATION
AM-240-9	USE: COMMERCIAL TRANSPORTATION
AM-240-10	USE: EMPLOYEE-OWNED VEHICLES
AM-240-11	EMPLOYEE EXPENSE REPORT
AM-240-12	EXECUTIVE SEARCH EXPENSES

MD	Lexington Park/Leonardtown/ Lusby	St. Mary's and Calvert			\$127
MD	Ocean City	Worcester	January 1	May 31	\$149
MD	Ocean City	Worcester	June 1	August 31	\$244
	Ocean City	Worcester	September	December 31	\$149
MD	Ocean City		<u> </u>	1	4.10
MD	WA DC Metro Area	Montgomery and Prince Georges	January 1	June 30	\$265
MD	WA DC Metro Area	Montgomery and Prince Georges	July 1	August 31	\$218
MD	WA DC Metro Area	Montgomery and Prince Georges	September 1	December 31	\$265
ME	Bar Harbor	Hancock	January 1	June 30	\$132
ME	Bar Harbor	Hancock	July 1	September 30	\$182
1412-				December	
ME	Bar Harbor	Hancock	October 1	31	\$132
ME	Kennebunk/Kittery/Sanford	York	January 1	March 31	\$124
ME	Kennebunk/Kittery/Sanford	York	April 1	June 30	\$131
ME	Kennebunk/Kittery/Sanford	York	July 1	August 31	\$169
			September		
ME	Kennebunk/Kittery/Sanford	York	1	October 31	\$139
	A LOSSIL CONTRACTOR	· ·	November	December	\$124
ME	Kennebunk/Kittery/Sanford	York	<u>  1</u>	31	\$124
	Portland	Cumberland, Sagadahoc	January 1	June 30	\$129
	Doubles of	Cumberland,	1.16.4	September 30	\$151
ME	Portland	Sagadahoc Cumberland,	July 1	December	ΨΙΟΙ
ME	Portland	Sagadahoc	October 1	31	\$129
ME	Rockport	Knox	January 1	June 30	\$119
ME	Rockport	Knox	July 1	August 31	\$125
IVIE	Rockport	Kilox	September	December	7.2
ME	Rockport	Knox	1	31	\$119
MI	Ann Arbor	Washtenaw			\$133
MI	Benton Harbor/St. Joseph/ Stevensville	Berrien			\$121
MI	Charlevoix	Charlevoix	January 1	May 31	\$122
MI	Charlevoix	Charlevoix	June 1	.August 31	\$134
IVII	Citatievoix	Ondrovok	September	December	1.
MI	Charlevoix	Charlevoix	1	31	\$122
MI	Detroit	Wayne			\$154
MI	East Lansing/Lansing	Ingham And Eaton			\$117
MI	Flint	Genessee			\$118
MI	Grand Rapids	Kent			\$119
MI	Holland	Ottawa			\$118
Mi	Kalamazoo/Battle Creek	Kalamazoo/Calhoun			\$125
MI	Mackinac Island	Mackinac	January 1	June 30	\$119
MI	Mackinac Island	Mackinac	July 1	August 31	\$133
1411	Practities folding		September	December	
МІ	Mackinac Island	Mackinac	1	31	\$119
MI	Midland	Midland			\$129
	1	Isabella	}		\$115
	Mount Pleasant	Isabella .		<del> </del>	<del></del>
MI MI	Mount Pleasant Muskegon	Muskegon	January 1	May 31 August 31	\$109 \$120

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	PART V- PROGRAM BUDGET EXF	LANAT	ON		Commence of the Charles with the separation of the Charles of the
7.3.5.6.00.90.	i Logokneinso				dase Mare
A. Purchases Itemized specific cost	Items Purchasing	Quantity	Cost	Total	Α
	Tasers and Cartridges	4	\$1,500.00	\$6,000.00	\$62,950
	Office Furniture	5	\$2,000.00	\$10,000.00	,
	Uniforms	50	\$50.00	\$2,500.00	
	Cars	2	\$22,000.00	\$44,000.00	
	Bluetooth	6	\$75.00	\$450.00	
			\$0.00	\$0.00	
			\$0.00	\$0.00	
		<del></del>	\$0.00	\$0.00	
B. Rented Indicate monthly rate for each	Item Renting	Quantity	Cost	Total	В.
item must include rental agreement or justification for	copy Machine (cost is \$275 per month)	1	\$3,300.00	\$3,300.00	\$3,300
anticipated cost.			\$0.00	\$0.00	
			\$0 <u>,</u> 00	\$0.00	
C. Depreciated Include the method used for	Item Depreciated	Quantity	Cost	Total	c.
determining the amount of depreciation as an attachment.			\$0.00	\$0.00	\$0
			\$0.00	\$0.00	
			\$0.00	\$0.00	
				jKaj poj	\$66,250

Contract No.: CSEA/CRA-10- 029 Page 4 of 7

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u kun			% öi		igs 4cord
Prior approval must be received from the Child Support Administration for rent to be paid via a lease or space allocation plan. Use allowance for space specifically occupied by child support staff. In this regard:  Property Rental or lease MUST be submitted with the CRA application. Use allowance documentation must be submitted with the CRA application.	Monthly cost or square footage x 12 months	Monthly Cost of Total Space	Space Used by Local	<b>Total</b> \$0.00	<b>\$0</b>
				Tell	\$0

Surder sürkeles:	(Szeprese)	riets:			GOS G GOSTANI
6. Summons Served	Number to be served x \$	# to be Served	\$ Amount	,	
	number of summons served or the number of executed writs)	4462	\$40		\$178,480
7. Execution of Writs	Number to be executed x \$	# to be executed	\$ Amount		\$0
				Total:	\$178,480

MINE WELFEL HERELFF	<b>建议</b> 的社会	(16 <u>0</u> 5	سند الله الله الله الله الله الله الله الل		9:53 Usteen
· ·	1) Installation cost plus (monthly) operation cost x 12 months	Installation Cost \$0.00	Operation/ Monthly Cost	# of Lines	a. 1)
(3) Pagers	2) Monthly rate and charges (Air Time) x (12 months)  3) Monthly rate and charges (Air Time) x (12 months)		\$75.00	10	\$0 2) \$9,000 3) \$0
b. Printing	b. List Items Business Cards - Cop Shop @104.50/600 Investigative Contact Sheet			Item Cost \$1,103.00 \$2,000.00	b.
c. Photocopies	c. Number copies <b>x</b> cost per copy	# of Copies 1500	Cost Per Copy \$0.10	\$0.00	c. \$150
d. Postage (1) Class	d.  (1) Number of stamps x postal rate per stamp  OR  amount determined in approved cost	# of Stamps	Cost 0.44	Total \$0	d. 1) \$0
(2) Registered	allocation plan (2) Number of # items x postal rate	# of items	Cost \$0,00	Total \$0	2) \$0
e. Indirect Cost  A current cost allocation plan must be on file at CSEA or submitted with the CRA proposal. Approval of indirect costs will be made consistent with Office of Management and Budget Circular A-87; Cost Principles for State and Local Government.	14.33%. (See attachment Pg. 5a)		\$94,145.00		e. \$94,145
F. Other (List) Include maintenance contracts in this section.	f.  Monthly Vehicle Maintenance (2vehicles @ 1 vehicles @ 75% and 2 vehicles @ 50%) (Sec Pg. 5b) LexisNexis-Accurint (See Attachment Pg. 5c-	e attachment	Cost \$79,853.00 \$4,176.00		f. \$84,029
				ોળ છે.	\$190,42

Based on Actual FY 2008 Expenditures Departmental Rate Calculation City of Baltimore Maryland

Sheriff's Office-118

Indirect Costs Incurred (Ref. Sched. A.002) Salaries/Wages Paid during FY 08 \$1,277,953/8,915,806 =

Sheriff's Indirect Cost Rate

\$8,915,806

\$1,277,953

14.33%

Page 5a of 7

Contract No.: CSEA/CRA-10-029
Page 5b of 7

Charles Krysiak, Division Chief II Department of General Services Fleet Management Division 3800 E. Biddle St.

MONTHLY VEHICLE CHARGE

July 28, 2009

Sheriff John W. Anderson Baltimore City Sheriff's Office 100 N. Calvert St, Room 205

The monthly cost for the vehicles under the CSEA contract is \$985.87. The city arrives at this figure by calculating the average maintenance and repair cost, plus insurance. These items account for 75% of the total cost of the lease. The total monthly cost includes a replacement charge, designed to collect funding for vehicle replacement after the life expectancy of the unit has been reached. This replacement charge constitutes the remaining 25% of the rental cost. Because of federal regulations, this cost cannot be included in the contract. Therefore we are requesting only 75% of the monthly charge to be reimbursed.

Please contact Charles Krysiak at 410-396-2791 if there are any questions.

CHARLES KRYSIAK DIVISION CHIEF II

CK/ats



# SCHEDULE A

# Accurint for Law Enforcement Plus

(Per User Subscription)

Agency Name:	Baltimore City Sheriff's Office	Address:	100 N Calvert Street Room 104
Dept:		City, State, Zip:	Baltimore, MD 21202
•	Bernadette Clay	Phone:	1 (410) 396-1155
Optiladi Name.	Dollmootto v.a.j	•	Bernadette.Clay@baltimorecity.
Billgroup #(s):		Email:	
LN Account Manager.	Alison Kramer		

This Schedule A sets forth additional terms and conditions for the use of the LN Accurint for Law Enforcement Plus and Accurint for Law Enforcement services, as set forth in the LN Application & Agreement - Law Enforcement, to which this Schedule A is incorporated by reference.

#### 1. SCHEDULE A TERM

The term of this Schedule A will be **24** months beginning 01/01/2009 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

PRICE TABLE		
Monthly Minimum Users:		2
Standard Features Fee:		\$99.00
Premium Features Fee:	[x] Advanced Person Search   [ ] Advanced Sex Offender Search   [x] People at Work   [ ] Wireless Access	\$0.00
Premium Plus Features Fee:	Advanced Sex Offender Alerts (upto 15)   Advanced Sex Offender Alerts (upto 30)   Advanced Sex Offender Alerts (upto 60)   Advanced Sex Offender Alerts (upto 60)   Aerial Imaging   News   Person Alert Monitoring   Phones Plus	\$75.00
Total Monthly User Fees (per user):		\$174.00
Total Monthly Minimum Amount:		\$348.00

All of the searches and reports included in the Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month.

2.2 Transactional Fees: Unless otherwise selected in the Price Table, the following Features shall be charged a transactional fee (the "Transactional Fees") as specified in the attached Price Schedule: Advanced Person Search, Advanced Sexual Offender, Aerial Imaging, Bankruptcy Docket, Delaware Corporation Search and Report, Dun and Bradstreet Search, MVR, News Searches, Onsite Civil and Criminal Court Search, People at Work, Phones Plus, Property Deed Image, Satellite Image, Sexual Offender Alerts, Wireless Access, XML, Smart Jury and Batching

Service.. Features with Tran fional Fees will be disabled when account is five. Please contact year account manager at any point to have the see features with Transactional Fees enable.

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

2.4 Annual User Fee Adjustment: At the end of the Initial Term and any Renewal Term, User Fees will be increased 3%.

3. CLOSED OFFER

Unless otherwise accepted by LN, the offer contained herein is valid if the signed Schedule A is received by LN on or before 01/01/2009.

4. CONFIDENTIAL INFORMATION

This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY; Baltimore City Sheriff's Offi
Signed: Aun Ma
Name: HENRY MARTIN
Fitle: Chief Deputy
Date: 12-23-02

Contract No.: CSEA/CRA-10- 029 Page 6 of 7

# PART V- PROGRAM BUDGET EXPLANATION

7/- Ingentive Project		Gesto Pou <u>du</u>
(1) Privatizing and outsourcing of child support enforcement services.		
(2) Improving automation capabilities.		
(3) Creating public awareness projects.	Display of billboards that generate public awareness of available resources for those seeking Child Support assistance. In addition to billboards, newspaper advertisement will be placed to identify a Top 20 Most Wanted.	\$20,282
(4) Developing programs and special Projects.		
(5) Establishing a performance incentive program to provide incentives for employees		
(6) Assisting in staff development and training.		
(7) Establishing community outreach programs and activities.		
(Gh)	· · · · · · · · · · · · · · · · · · ·	\$20,282

INSERT INCENTIVE AMOUNT DISTRIBUTED BY CSEA IN FY 10:

\$20,828 \$

61,259

(Incentive amount distributed by CSEA is divided by .34 and equals the total Incentive Project budget)

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			Teta Estração Sesc
1.	Personnel	A. Salary	\$656,977
		B. Fringe Benefits	\$258,684
2.	Travel		\$3,464
3.	Supplies		\$2,050
4.	Equipment		\$66,250
5.	Rent		\$0
6.	Service of Process @ \$40.00 Eac	h	\$178,480
<b>7</b> .	Execution of Writs @ \$40.00 Eac		\$0
8.	Miscellaneous		\$190,427
9.	Total Operating Costs (Sum of Lines 1-8)		\$1,356,332
10.	Local Share Operating Costs (34% of Line 9)	·	\$461,153
11.	DHR Administratration Fee		
	(Insert on Page One)		
	(11.11% of Line 10)		\$51,239
12.	Federal Share Operating Costs (Line 9 Minus Line 10)		\$895,179
13.	Total Incentive Project Cost		\$61,259
	Federal Share of Incentive Projection (66% of Line 13)	ct Cost	\$40,431
	Local Share of Incentive Project (Line 13 Minus Line 14)	Cost	\$20,828
16.	Total Local Program Costs (Line 10 Plus Line 11 Plus Line 15)		\$533,220
17.	Federal Financial Participation (Line 12 Plus Line 14)		\$935,610
18.	Maximum Amount to be Paid By (Line 17 Minus Line 11)	DHR	\$884,371
19.	Total Program Costs: (Insert On Page One)		
	(Line 9 Plus Line 13)		\$1,417,591

# STATE OF MARYLAND DEPARTMENT OF HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ADMINISTRATION

# LEGAL AUTHORIZATIONS FOR COOPERATIVE REIMBURSEMENT AGREEMENTS

- 1. The Department of Human Resources is the central coordinating and directing agency of all public assistance activities in the State of Maryland, including child support enforcement. Md. Code Ann., Human Serv. § 5-205. Fam. Law. § 10-108. The Department of Human Resources is the single State agency for the purposes of administering Maryland's plan for aid and services to needy families with children, under the Social Security Act, 42 U.S.C. § 602(a)(4), and has established a single and separate organizational unit that has responsibility for administering, or supervising the administration of, the State Plan under Title IV-D of that Act.
  - 2. Md. Code Ann., Human Serv. § 4-302, § 5-608 authorizes the Department of Human Resources to accept any and all allotments of funds and to manage and expend same in whatever manner may be required by law, and to take advantage of the Social Security Act and any amendments and supplements, thereto, and any other act relating to social services and public assistance.
- 3. Grants are available to the Department under the provisions of Title IV-D of the Social Security Act and the regulations adopted pursuant thereto, for the purposes, inter alia, of developing and implementing a program under which the Department will undertake, through a separate organizational unit, 42 U.S.C. §654(3), (i) to establish paternity and to establish, modify or enforce support obligations, 42 U.S.C. §654(4)(A), (ii) to enforce support for any child receiving services, 42 U.S.C. §654(4)(B), (iii) to locate certain parents, 42 U.S.C. §654(8), and (iv) to cooperate with other States in achieving the above goals and securing compliance with court orders upon request from other States, 42 U.S.C. §654(9)(A)-(E).
- 4. Md. Code Ann., Fam. Law §§10-106, 10-107, 10-108, 10-109 and 10-110, authorize the establishment of a Child Support Enforcement Administration within the Department for the purpose of administering a program for establishment, enforcement and collection of child support payments making, inter alia, the assignment to the Department of any right to support from another person a condition of TCA eligibility. Any action brought under this agreement by any court or law enforcement agency to establish the legal obligation for child support for parents of non-recipients must be preceded by an approved application for services to be obtained by the local Department of Social Services or local Child Support Enforcement

- Unit. Md. Code Ann., Fam. Law §10-111 gives the Department the authority to contract with public agencies who may provide the services to the Department to enable it under state and federal law to discharge its responsibilities.
- 5. The Department is authorized to enter into cooperative arrangements with appropriate court and law enforcement officials to assist it in administering such a program, which arrangements may include provisions for the reimbursement of such courts and law enforcement officials for their assistance in such cases, 42 U.S.C. §654(7)(A), and Md. Code Ann., Fam. Law §10-111, for the furnishing of pertinent information to them, and with respect to any other matters of common concern to such officials and the Department, 42 U.S.C. §654(7)(B).

# STATE OF MARYLAND DEPARTMENT OF HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ADMINISTRATION COOPERATIVE REIMBURSEMENT AGREEMENT TERMS AND CONDITIONS

# COURT AND LAW ENFORCEMENT AGENCIES

# I. PROGRAM AND SERVICES TO BE PROVIDED

A. Subject to the continuing availability of Federal and local funding, the PROVIDER shall provide the program for the recovery of child support payments from non-custodial parents of children in accord with the plan fully described in the Cooperative Reimbursement application, which is incorporated herein.

Such program shall be subject to the supervision of the DEPARTMENT OF HUMAN RESOURCES ("DEPARTMENT") to include the Child Support Enforcement Administration (CSEA) and Local Department of Social Services or Local Office of Child Support Enforcement and shall be in compliance with such rules and regulations as the DEPARTMENT may adopt covering operation of the program. Supervision will consist of but not be limited to compliance reviews, case record reviews, statistical analysis, audits, monitoring of operational systems, and procedures and any other reviews deemed necessary by the Administration, or appropriate actions consistent with Uniform Interstate Family Support Act.

B. The PROVIDER, pursuant to §10-111, Family Law Article, Maryland Annotated Code, shall provide child support enforcement services for the Administration in all legal and equitable actions, available under Maryland Law, including but not limited to proceedings under Md. Code Ann., Fam. Law §§10-108 (a)(6), 10-120 through 10-138 (wage lien provisions) §§10-203 through 10-219, 5-1001 through 5-1048, and §§10-301 through 10-359, whether Maryland is the initiating or the responding State to establish, modify and enforce any legal obligation for child support including the establishment of paternity for out-of-state petitioners.

In accord with Md. Code Ann., Fam. Law §10-109, any action brought by any court or law enforcement agency to establish the legal obligation for child support for parents who have not received Temporary Cash Assistance (TCA) must be preceded by an approved application for services obtained by the local Department of Social Services or local Child Support Administration or appropriate actions consistent with the Uniform Interstate Family Support Act.

C. Courts and Judicial Proceedings Article, §6-103.1 permits Maryland courts to exercise personal jurisdiction over non-resident defendants in child support proceedings, and §6-103.2, over non-resident defendants in paternity proceedings.

## II. MODIFICATION AND TERMINATION

This Agreement represents the complete and final understanding of the PARTIES, and no other understandings or representations, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or bind the PARTIES hereto, except that:

# A. Reductions or Increases in Federal Funding

Reductions and/or increases in Federal funding during the term of this contract may be passed on to the PROVIDER at the sole discretion of the DEPARTMENT.

#### B. Budget Adjustments

Adjustments of funds between budget categories (line item changes) must receive written approval by the DEPARTMENT. Adjustments that do not affect the total authorized funding, and are consistent with the objectives of this Agreement; do not require an amendment to the Agreement.

#### C. Alteration of Agreement

The PARTIES expressly reserve the right to alter, vary, modify or waive any provision of this Agreement; provided that such alteration, variation, modification, or waiver shall be valid only when reduced to a writing, which has been duly signed by each and every signator to the original of this Agreement or his successor in office and attached to the original of this Agreement.

#### D. Early Termination

The PARTIES may mutually agree in writing to an earlier termination at any time, or the DEPARTMENT, in its sole discretion, may serve upon the PROVIDER a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of the receipt of such notice.

Upon thirty (30) days written notice to the PROVIDER, the DEPARTMENT may terminate this Agreement at any time if it determines that PROVIDER's failure to perform adequately places the State in jeopardy of a fiscal sanction as described in Section V of this Agreement. Such determination shall be based upon reports, audits, and monitoring in accordance with Sections §§ IV.A, IV.B, IV.C and IX.D.

# III. COST AND EFFICIENCY

# A. <u>Payment</u>:

The Department shall reimburse the Provider for services provided in the Agreement at a rate of 66% for all allowable expenditures less the DHR Administrative Fee.

Payments by the DEPARTMENT will be contingent upon submission of a certified and itemized quarterly invoice. Invoices must be submitted as indicated in Section III D of this Agreement. Invoices must show PROVIDER's actual expenditures for the previous quarter in accordance with the approved budget. The format for the invoice shall be provided by the CSEA.

# B. Reduction of Expenditures by Fees and Other Income:

In determining the total amount expended for any quarter, the PROVIDER must exclude any authorized costs of collection deducted from support payments or charged to obligors, and any other income including interest earned on bank accounts, derived from services provided under the Agreement.

- C. Payment of funds for the costs of services under this Agreement is contingent upon the DEPARTMENT's receiving funds to pay for these costs from funds appropriated under Title IV-D by the United States Department of Health and Human Services.
- D. Notwithstanding any other provision of this Agreement, an invoice submitted by a PROVIDER for payment of expenditures (cash basis) made during any fiscal quarter must be received by the CSEA's Contract Manager as stipulated below. Payment may be withheld at the sole discretion of the DEPARTMENT under this Agreement on account of any such expenditure if the invoice is not received by the following dates:

(ចិត្រគស់) គេចព្រឹម្ប	ide(a) ide((a)
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

# E. Reduction of Reimbursement:

DEPARTMENT reserves the right to impose penalties for failure to meet the terms and Conditions of the Cooperative Reimbursement Agreement, including, but not limited to performance standards, performance goals, and reporting requirements. Failure to meet performance standards or performance goals in any quarter may, at the Department's discretion, result in a penalty of up to 10 percent of reimbursement otherwise due the Provider. Failure to meet reporting requirements or any other material term or condition of the Cooperative Reimbursement Agreement may, at the Department's discretion, result in a penalty of up to 10 percent of the amount otherwise due the Provider.

- 1. The Performance standards are those enumerated in 45 CFR 303.2 303.8 and 303.20. Detailed specification of the performance standards requirements are defined in Part III, Program Narrative and Part IV Program Personnel of the Cooperative Reimbursement Application.
- 2. The Performance Goals are enumerated in Part VI, Performance Goals of the attached Cooperative Reimbursement Agreement Application. The Court Hearing and Disposition Report generated by the Child Support Enforcement System (CSES) will be used to determine actual performance.

# 3. Performance Goals:

Actual performance will be determined as follows:

#### Sheriff's Office

Statistical data used to measure performance is based on data obtained from the Summons and Warrants Tracking Report produced by the CSES. Performance is measured by the total number of summonses served and warrants executed each quarter.

#### Masters' Office

Statistical data used to measure performance is based on data obtained from the Court Hearing and Disposition Screen produced by the CSES. Performance is measured by the total number of hearings held, dispositioned or continued.

Performance is satisfactory if the percentage of actual performance to the goal is at or above the quarterly percentage rates shown in the chart below. The expected performance rate should be met in each performance category outlined in the CRA Application. However, the Provider will be considered compliant if the appropriate performance rate is met in all categories together as a total.

	Expected.	
(eju/Araida	Percentage Rate	
	Per@uarter.	
1 <sup>st</sup> Quarter	18%	
2 <sup>nd</sup> Quarter	40% 60%	
3 <sup>rd</sup> Quarter		
4 <sup>th</sup> Quarter	80% or More	

If performance is not met within the above expected percentage rate each quarter then a corrective action plan (CAP) is required. If performance at the required level is not achieved within the period set forth in the CAP then a 10% reduction may be imposed on the quarterly invoice. There may also be mitigating factors recognized by CSEA that override strict adherence to the performance rates set in Section III.E.3.

# 4. Corrective Action Procedures

The DEPARTMENT reserves the right to reduce or withhold contract payment in the event that the PROVIDER does not meet the aforementioned performance requirements. In this regard, the DEPARTMENT may reduce or withhold payment as follows:

- a. Withhold up to 10% from the first quarterly invoice following the PROVIDER's failure to submit a corrective action plan within the timeframes required by the DEPARTMENT. After submission and approval by the DEPARTMENT of the late corrective action plan, the contractor may be, at the discretion of the DEPARTMENT, eligible to receive the withheld funds. The DEPARTMENT shall include the withheld amount in the payment to the PROVIDER that results from an invoice received after the PROVIDER is notified that the late corrective action plan is approved.
- b. Reduce one quarterly payment to the PROVIDER by up to ten (10) percent for failure by the PROVIDER to cure deficiencies within the time frame established in a corrective action plan. However, in instances in which the PROVIDER documents mitigating circumstances the DEPARTMENT may extend the time frame for curing deficiencies. In such instances, if the PROVIDER is unable to cure the deficiency within the extended time frames, one monthly payment will be reduced.

# IV. DOCUMENTATION AND RECORDS

# Fiscal Responsibility, Records, Reports, and Monitoring Procedure:

PROVIDER shall assume responsibility for maintenance of records which reflect all direct and indirect costs of any nature expended in the performance of this Agreement; such records are to be subject at all reasonable times and upon receipt of reasonable notice for inspection, review or audit by Federal and/or State personnel assigned to perform such inspection by the DEPARTMENT or duly authorized Federal or State agency; and will furnish such fiscal and statistical reports as may be required by the DEPARTMENT, to the Division of Budget and Finance, to the Inspector General, and to the CSEA.

# Program Records, Controls, Reports, and Monitoring Procedure:

B. The PROVIDER shall use the CSES Document Generation module to generate forms for each action taken in a child support case to establish paternity or establish, modify or enforce a child support and medical support obligation. In addition, each action taken shall be documented in CSES with a case action log in the manner prescribed by the CSEA and, as appropriate, a copy of the document used maintained in a hard copy file in accordance with 45 CFR 303.2 (Establishment of cases and maintenance of case records).

Statistical information will be obtained from the CSES. Service of process, execution of writs and warrants and court proceedings must be documented in CSES, in the manner prescribed by the Child Support Enforcement Administration. Statistical information related to the establishment of paternity, establishment and enforcement of support must be documented in CSES as prescribed by CSEA. Performance incentive calculations will be based upon data extracted from CSES.

#### C. Retention of Records:

The PROVIDER shall retain all records, and other documents relevant to this Agreement, including forms previously submitted to the DEPARTMENT in accord with its requirements, for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later; and upon receipt of reasonable notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need thereof in the performance of their official duties and such other persons as are authorized by the DEPARTMENT.

D. Paragraphs A through C, <u>supra</u>, and Section III shall be construed in limitation of PROVIDER's reporting responsibilities under this Agreement.

# V. FISCAL RESPONSIBILITY

The PROVIDER hereby agrees to immediately reimburse the DEPARTMENT for any payments withheld from the DEPARTMENT or adjustments made in funds otherwise due the DEPARTMENT by the U.S. Department of Health and Human Services (HHS) in connection with any expenditures by the PROVIDER under this Agreement; provided, however, that such reimbursement shall not be required for payments withheld or adjustments made by reason of any failure by the DEPARTMENT to comply with the terms of the Agreement. In addition, the PROVIDER hereby agrees to reimburse the DEPARTMENT for any expenditures under this Agreement which is determined as a result of an audit by the DEPARTMENT, HHS or any authorized entity to be attributable to:

- (1) services to ineligible persons;
- (2) ineligible services;
- (3) ineligible indirect costs, the provider may be liable for any disallowance or charges; or
- (4) any other items that are inconsistent with the provisions of this Agreement.

If the DEPARTMENT believes that any determination by HHS is erroneous or improper for any reason, the DEPARTMENT shall pursue all available legal remedies to reverse such determination and to prevent any fiscal sanction which HHS may seek to impose. The PROVIDER shall have a right to appeal any request for the return of funds under this paragraph. The appeal shall be to the Secretary of the DEPARTMENT and shall be conducted in accordance with the State Administrative Procedure Act. The procedures to be followed shall include a hearing before an Administrative Law Judge in the Office of Administrative Hearings, who shall render a recommended decision to the Secretary of the DEPARTMENT, who shall make the final decision. The PROVIDER shall return funds required to be returned under this paragraph no later than thirty (30) days following the DEPARTMENT's request for their return. However, if an appeal is requested within that thirty (30) day period, the PROVIDER will not be responsible for returning funds until thirty (30) days after such appeal has been completed and denied, or until a fiscal sanction has been imposed by HHS, whichever occurs first. The requirement for the return of such funds shall in no way be affected by any judicial remedies the PROVIDER might pursue in connection with the enforcement in this section. Under this section, the PROVIDER shall not be required to return any funds in excess of the full amount received under this Agreement during the period(s) for which the fiscal sanction is imposed.

## VI. LOCAL INCENTIVES

Incentive money received from the Federal Government in accordance with 42 U.S.C. §658a will be distributed by the DEPARTMENT in accordance with the Md. Code Ann., Fam. Law §10-106.1, COMAR Title 07.07.11 and 45 CFR 303.52. Monies from the fund shall supplement and may not be used to supplant the budget of the Administration, a county, or a local support enforcement office.

State law allows incentive funds to be used for IV-D and Non-IV-D activities.

- a. IV-D activities are specifically provided for in Title IV-D of the Social Security Act and regulations issued by OCSE and are eligible for federal matching funds.
- b. Non-IV-D activities are not specifically provided for in Title IV-D of the Act or in regulations issued by OCSE and are ineligible for federal matching funds.
- c. State law identifies the specific types of IV-D and Non-IVD activities for which incentive funds may be used. These activities include:
  - a. Privatizing and outsourcing of child support enforcement services;
  - b. Improving automation capabilities;
  - c. Creating public awareness projects;
  - d. Developing program and special projects;
  - e. Establishing a performance incentive program to provide incentives for employees:
  - f. Assisting in staff development;
  - g. Establishing community outreach programs and activities;

Note: Use of incentive funds for non-IVD activities <u>must receive prior approval</u> from the DEPARTMENT and from the Federal Office.

# VII. COLLECTION AND OTHER FEES

Under this Agreement, the PROVIDER <u>shall</u> <u>not</u> charge any fees for child support services.

# VIII. SAFEGUARDING INFORMATION

The use or disclosure by any PARTY of any information concerning an applicant for or recipient of the services hereunder for any purpose inconsistent with the responsibilities and/or official duties of the DEPARTMENT or the PROVIDER under this Agreement and/or applicable provision of law, or the provisions of 45 CFR 205.50, is prohibited, except on written consent of the recipient, his attorney, or, if he is under a disability, his responsible parent, guardian or legal representative.

#### IX. TECHNICAL ASSISTANCE AND CONSULTATION

- A. The DEPARTMENT shall furnish the PROVIDER with such technical assistance and consultation by DEPARTMENTAL staff as is reasonably necessary to assure satisfactory performance in providing the services required by this Agreement and not readily available elsewhere.
- B. The DEPARTMENT shall designate a CSEA and Local Child Support Agency (DSS or OCSE) Contract Manager to serve as the contact between the DEPARTMENT and the PROVIDER regarding all matters relative to this Agreement.

- C. The use of funds under this Agreement by the PROVIDER to hire consultants shall require prior approval of the DEPARTMENT's designated Contract Manager, of any such arrangement and the proposed work plan of the consultants involved.
- D. The PROVIDER agrees that meetings with any staff directly or indirectly involved in the provision of services which are the subject of this Agreement may be conducted at any reasonable time by Federal and/or State personnel assigned by the DEPARTMENT or by a duly authorized Federal or State agency for the purpose of monitoring or facilitating implementation of this Agreement.

# X. EMPLOYEES

The individuals providing services for the DEPARTMENT pursuant to this Agreement shall be <u>exclusively</u> the employees of the PROVIDER and, as such, shall be entitled to participate in such employee benefit programs as shall be available to other persons in the PROVIDER's employ. No individual while an employee of the State of Maryland, or any Department, Commission, Agency or Branch thereof, whose duties as such employee relate to the subject matter of this Agreement, may concurrently be employed by the PROVIDER.

# XI. STATE LAWS AND REGULATIONS

The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of such other agencies of the State of Maryland as is required under said laws and regulations.

# XII. BINDING EFFECT OF CHILD SUPPORT LAWS AND REGULATIONS

The terms of this Agreement are subject to the provisions of the Federal Social Security Act establishing and governing public assistance and child support enforcement found in Title 42 of the United States Code, Chapter 7, particularly Title IV-D; the regulations of the United States Department of Health and Human Services promulgated thereunder, found in Title 45 of the Code of Federal Regulations, Parts 301 through 305, 307; and the provisions of the State plan adopted pursuant thereto.

#### XIII. SAVINGS CLAUSE

Both PARTIES hereby acknowledge the possibility of substantial changes in State and/or Federal regulations law or applicable to this Agreement and expressly agree to renegotiate and amend this Agreement as necessary to comply with such changes.

# XIV. EQUAL OPPORTUNITY CLAUSE

- Α. The PROVIDER agrees not to discriminate against any employee or applicant for employment under this program because of sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability: unrelated in nature and extent so as reasonably not to preclude the performance of such employment. The PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability: unrelated in nature and extent so as reasonably not to preclude the performance of such employment. Such action shall include, but not be limited to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROVIDER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the substance of this Equal Opportunity clause.
- B. The PROVIDER shall, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER, state that all qualified applicants will receive consideration for employment without regard to sexual orientation, race, color, religion, sex, age, national origin or disability.
- C. In the event of PROVIDER non-compliance with this clause, the DEPARTMENT at its option may cancel, terminate or suspend this Agreement, in whole or in part.

#### XV. USE AND SUPPLY OF INFORMATION

The DEPARTMENT will assure compliance with the prompt notice requirement in 45 CFR 235.70, requiring the Department of Social Services or CSEA Local Child Support Office to promptly transmit all relevant information regarding Temporary Cash Assistance (TCA) recipients to the PROVIDER hereunder, upon the furnishing of aid or the determination that an individual is a TCA recipient.

The DEPARTMENT shall grant the PROVIDER access to its Central Registry of records containing all available identifying information, including location, employment and financial status, if known, relating to parents who have deserted or appear to have deserted their children or from whom financial support for dependent children may be solicited in furtherance of the objectives of this Agreement.

# XVI. CIVIL RIGHTS

- A. The PROVIDER will not, on the grounds of sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability:
  - (1) deny any individual any service or other benefit provided under the program;
  - (2) provide any services or other benefit to an individual which is different, or is provided in a different manner, from those provided to others under the program;
  - (3) subject an individual to segregation or separate treatment in any matter related to receipt of any service(s) or other benefits provided under the program;
  - (4) restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or other benefit provided under the program;
  - (5) treat any individual differently from others in determining whether he satisfied any eligibility or other requirement or condition which individuals must meet in order to receive any aid, care, service or benefit provided under the program; (6) deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program.
- B. The PROVIDER, in determining:
  - (1) the types of services or other benefits to be provided under the program; or
  - (2) the class of individuals to whom, or the situations in which such services or other benefits will be provided under the program; or
  - (3) the class of individuals to be afforded an opportunity to participate in the program; will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular sexual orientation, race, sex, age, marital status, political affiliation, national origin, religion and physical or mental disability.

## XVII. NON DISCRIMINATION IN PROGRAMS

The PROVIDER understands that it will comply fully with provisions of the Americans With Disabilities Act. The Provider agrees that it will not directly, or indirectly, through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of THE DEPARTMENT's program with respect to individuals with disabilities.

# XVIII. PURCHASE AND TREATMENT OF ASSETS

- A. The PROVIDER shall obtain prior written approval from the DEPARTMENT for any assets acquired (rented or purchased) with funds paid under this Agreement, excluding ordinary office supplies, except that such approval is not required with regard to assets described in the Cooperative Reimbursement Program Application attached hereto.
  - B. The PROVIDER shall receive reimbursement for the applicable Federal share, for equipment acquired under this Agreement through use allowances, depreciation, or one-time charge in the amount of acquisition cost. The computation of depreciation or use allowance will be based on acquisition cost.
  - 1. The method for computing depreciation of equipment shall be in accord with the IRS Guidelines. Equipment is defined by the Federal government as being tangible personal property which has a useful life of more than two years or a cost of \$500 or more. Equipment costing \$25,000 or less may be purchased under the Cooperative Reimbursement Agreement with CSEA approval and may be claimed in the period acquired; equipment costing over \$25,000 must be depreciated (Code of Federal Regulations, Title 45, Part 95, Subpart G.).
    - 2. The use allowance for equipment shall be computed at an annual rate of six and three quarters percent (6 3/4%) of acquisition cost.
- C. The PROVIDER shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of all equipment so as to assure its full availability and usefulness for the performance of this Agreement.
- D. Such equipment shall, unless otherwise provided herein, or approved in writing by the DEPARTMENT, be used only for the performance of this Agreement.
- E. If the equipment is depreciated, any gain or loss on the disposition of the equipment shall be treated as a decrease or an increase to the depreciation expense for the period in which the disposition takes place. This does not apply to equipment for which costs were claimed for reimbursement through use allowance.

- F. Title to all property acquired by the PROVIDER under this or any past agreement, at a cost of One Thousand Dollars (\$1,000) or over, including purchase by lease purchase agreement, for the cost of which the PROVIDER was reimbursed, at the applicable Federal Financial Participation (FFP) rate, shall vest in the DEPARTMENT.
- G. Every federal fiscal year and upon termination of this Agreement, the PROVIDER shall deliver to the DEPARTMENT a listing of all DEPARTMENT property leased or purchased during this agreement, showing the following information as to each property item:
  - 1. A description of the property;
  - 2. Manufacturer's serial number or other identification number;
  - 3. Acquisition date and cost:
  - 4. Acquisition date and rental cost;
  - 5. Source of property:
  - 6. Percentage of Federal funds used in the acquisition of the property;
  - 7. Location, use and condition of the property;
  - 8. A copy of purchase order for each item purchased;
- H. Upon termination of the Agreement, the DEPARTMENT may require the PROVIDER to deliver to the DEPARTMENT any DEPARTMENT- owned property specifically produced or acquired for the performance of this Agreement.

The Administration shall furnish a form for the PROVIDER's use in submitting the Yearly Equipment Inventory Report.

# XIX. LISTING WITH JOB SERVICE

PROVIDER agrees to list all employment positions to be created or filled in connection with the services to be provided under this Agreement with the Maryland Job Workforce Exchange, Department of Labor, Licensing and Regulation, or its successor, except where such positions are required to be filled through the County/City Merit System or where there are special employment conditions which cannot be met through the use of this service.

# XX. ANTI-DRUG ABUSE

The PROVIDER, pursuant to Section 41 USC §702, shall provide a drug-free work place by taking the following steps:

A. Publishing notice to employees that controlled substances are prohibited in the work place and specifying sanctions for violations.

- B. Establishing a drug-free awareness program to inform employees about the dangers of drugs, the employer's drug-free policy, the availability of counseling and treatment and the penalties for violations.
- C. Making it a condition of their employment that employees will abide by the notice and will notify the PROVIDER of any drug statute conviction for a work place violation no later than five (5) days after such conviction.
- D. Notifying the DEPARTMENT of an employee's conviction within ten (10) days after receiving notice from the employee.
- E. Imposing a sanction on, or requiring satisfactory participation in, a drug abuse assistance or rehabilitation program, by an employee who is so convicted.
- F. Making a good faith effort to maintain a drug-free workplace.

# XXI. CHILD SUPPORT ENFORCEMENT SYSTEM (CSES)

The PROVIDER shall participate in the operation, comply with all policies and procedures, and participate in new worker, as appropriate and ongoing training and activities that result from system enhancements with regard to the statewide automated Client Information System (CIS)/Child Support Enforcement System (CSES) operated by the DEPARTMENT. (CIS)/CSES shall be the only data processing system funded under this agreement. The Provider's costs for operating a Provider operated system shall not be covered by this agreement.

The PROVIDER shall assign to two employees Security Monitor and back-up Security Monitor functions for the purpose of processing Logon-ID requests to add, change security roles or delete PROVIDER employees who use CSES. In addition, the Security Monitor shall be responsible for maintaining Worker Code Table for PROVIDER employees who use CSES.

The PROVIDER shall purchase or replace as necessary equipment and software for employees who must access the CSES in order to provide services under this agreement. The State shall reimburse the PROVIDER for equipment and software purchases that are properly invoiced. The ownership and maintenance of the CSES equipment and software purchased under this Section shall be governed by Section XVIII.

# XXII. CHILD SUPPORT ENFORCEMENT TRAINING

The PROVIDER shall attend the child support training academy and other training deemed necessary by the DEPARTMENT (CSEA or Local Child Support Agency) related to establishment of paternity, establishment and enforcement of child and medical support order, review and adjustment of orders or special initiatives or projects.

# XXIII. REVIEW AND ADJUSTMENT

The PROVIDER shall complete necessary actions for the periodic review and adjustment of existing child support orders in a manner consistent with the DEPARTMENT'S policies and directives.

## XXIV. <u>HEALTH INSURANCE ENFORCEMENT</u>

The PROVIDER shall complete necessary actions for the establishment and enforcement of health insurance or medical support in child support court orders in a manner consistent with the DEPARTMENT'S policies and directives.

# XXV. NON-TEMPORARY CASH ASSISTANCE

The PROVIDER shall provide child support services to the recipients of Non-TCA Medical Assistance and treat the same as Non-TCA cases, in a manner consistent with the DEPARTMENT'S policies and directives.

# XXVI. <u>TITLE IV-E AND STATE FOSTER CARE</u>

The PROVIDER shall provide child support services on behalf of the State for Title IV-E and State funded Foster Care children, in a manner consistent with the DEPARTMENT'S policies and directives.

# XXVII. CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying required by 31 U.S.C. § 1352 prohibits the use of Federal funds for lobbying and requires the disclosure of each instance of lobbying that occurs using appropriated or other fund sources. Completion of this Certification Regarding Lobbying is required as acknowledgment of this prohibition on behalf of the PROVIDER and the related requirements and penalties.

#### XXVIII. SERVICES TO NON-CUSTODIAL PARENTS

Provider expressly agrees to provide child support services to non-custodial parents who file an application for services with the DEPARTMENT in compliance with § 454(6) of the Social Security Act, federal regulations at 45 CFR §302.33(a) and the DEPARTMENT's policies and directives.

#### XXIX. EMPLOYEE CERTIFICATION

"Charges to Federal awards for salaries and wages, whether treated as direct or Indirect costs, will be based on payrolls documented in accordance with generally accepted practice of the governmental unit and approved by a responsible official(s) of the governmental unit." (2 CFR CH. II Pt. 225, App. B, (1) OMB Circular A-87 and Guidance) (See Attachment A)

A. The PROVIDER shall provide certification of all employees working 100% with the DEPARTMENT. "Where employees are expected to work solely on a single Federal Award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee." (2 CFR CH. II Pt. 225, App. B. (2) OMB Circular A-87 and Guidance)

#### B. Compensation for Personnel Services

To comply with OMB Circular A-87, employees that work on multiple activities, other than child support activities, a distribution of the billable hours must be supported by timesheets or personnel activity reports or equivalent documentation. Additionally,

- 1. For each employee working less than 100% of their time on the child support program, attach a timesheet illustrating child support activities. Timesheets must contain a signature block for the employee's signature.
- 2. Personnel Activity Reports must illustrate the following:
  - Actual activity of the employee;
  - Account for the total activity for which each employee is compensated;
  - · Coincide with one or more pay periods; and
  - Contain a signature block for the employee's signature.

# ATTACHMENT A

# CHILD SUPPORT ENFORCEMENT ADMINISTRATION FEDERAL PROGRAM EMPLOYEE CERTIFICATION REPORTING FORM

Instructions Employees working entirely on the Cooperative Reimbursement Agreement (CRA) with the Maryland Department of Human Resources/Child Support Enforcement Administration (CSEA), during the report period, should complete this certification form immediately following the end of each sixmonth reporting period and submit the original to CSEA Contract Manager. A copy (original at CSEA) of the form must be made available to state and federal auditors upon request.

Purpose of Form: To comply with OMB Circular A-87, employees that are expected to work solely on a single federal award or cost objective are required to periodically certify that they worked solely on that program for the period covered by the certification (See Terms and Conditions for clarification)

Jurisdiction:		CRA Contract #:		
Sheriff's Office Administrative I certify that we have a second control of the co	ce 🗌 ey's Office 🗍	period at Adm	April 1 through Se	h March 31,
Date	Printed Employee Name		Employee Signature	Supervisor's Initials
	Project Supervisor's Name			